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**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

AMR CORPORATION, *et al.*,¹

Debtors.

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Chapter 11

Case No. 11-15463 (SHL)

(Jointly Administered)

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF
EXIDE TECHNOLOGIES TO THE DEBTORS' NOTICE OF PROPOSED
ASSUMPTION OF EXECUTORY CONTRACT WITH EXIDE TECHNOLOGIES**

Exide Technologies ("Exide") hereby files this *Limited Objection and Reservation of Rights of Exide Technologies to the Debtors' Proposed Assumption of Executory Contract with Exide Technologies* (the "Limited Objection"). In support of the Limited Objection, Exide states as follows:

1. On June 10, 2013, Exide commenced a voluntary chapter 11 case under chapter 11 of title 11 (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware,

¹ The Debtors and their respective Tax ID numbers are as follows: American Airlines Realty (NYC) Holdings, Inc., Tax ID No. 47-0899347; AMR Corporation, Tax ID No. 75-1825172; American Airlines, Inc., Tax ID No. 13-1502798; AMR Eagle Holding Corporation, Tax ID No. 75-2196520; Americas Ground Services, Inc., Tax ID No. 75-2491387; PMA Investment Subsidiary, Inc., Tax ID No. 75-2828617; SC Investment, Inc., Tax ID No. 75-2742622.; American Eagle Airlines, Inc., Tax ID No. 38-2036404; Executive Airlines, Inc., Tax ID No. 66-0433166; Executive Ground Services, Inc., Tax ID No. 27-4061679; Eagle Aviation Services, Inc., Tax ID No. 75-2533043; Admirals Club, Inc., Tax ID No. 75-1698690; Business Express Airlines, Inc., Tax ID No. – N/A; Reno Air, Inc., Tax ID No. – N/A; AA Real Estate Holding GP LLC, Tax ID No. 20-1168033; AA Real Estate Holding L.P., Tax ID No. 76-0735325; American Airlines Marketing Services LLC, Tax ID No. 76-0800265; American Airlines Vacations LLC, Tax ID No. 75-2968253; American Aviation Supply LLC, Tax ID No. 20-1648730; and American Airlines IP Licensing Holding, LLC, Tax ID No. – N/A.

Case No. 13-11482 (KJC) (the “Exide Chapter 11 Case”). Exide continues to operate its business and manage its property as debtor and debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On July 19, 2013, the captioned-debtors (each a “Debtor” and collectively, the “Debtors”) served on Exide their *Notice Regarding (I) Executory Contracts and Unexpired Leases to Be Assumed, (II) Proposed Cure Amounts and (III) Related Procedures* (the “Contract Assumption Notice”). The Contract Assumption Notice seeks, *inter alia*, authority for Debtor American Airlines, Inc. (“American”) to assume that certain *Master Agreement*, Contract #CG010711, as amended, by and between American and Exide (the “Master Agreement”) in American’s pending chapter 11 bankruptcy case (the “American Chapter 11 Case”) pursuant to the *Debtors’ Second Amended Joint Chapter 11 Plan* [Docket No. 8590] (the “Plan”).

3. As of the date hereof, Exide does not object to the proposed assumption of the Master Agreement by American in the American Chapter 11 Case pursuant to the Plan. However, Exide has not yet determined whether to assume, to assume and assign or, alternatively, to reject the Master Agreement in the Exide Chapter 11 Case pursuant to section 365 of the Bankruptcy Code. As such, Exide fully reserves any and all of its rights with respect to the assumption, the assumption and assignment, and the rejection of the Master Agreement in the Exide Chapter 11 Case regardless of whether or not the Master Agreement is assumed in the American Chapter 11 Case pursuant to the Plan. Therefore, Exide requests any order authorizing the assumption of the Master Agreement in the American Chapter 11 Case contain the following language as a condition to American’s assumption of the Master Agreement:

Nothing with respect to American Airlines, Inc.’s (“American”) proposed assumption of that certain *Master Agreement*, Contract #CG010711, as amended, by and between American and Exide (the “Master Agreement”) shall impair, prejudice or otherwise affect the rights and remedies of Exide Technologies (“Exide”) pursuant to section 365 of the Bankruptcy Code with respect to the Master

Agreement in Exide's pending bankruptcy case in the United States District Court for the District of Delaware, Case No. 13-11482 (KJC) (the "Exide Bankruptcy Case"), including without limitation, Exide's ability (i) to reject, (ii) to assume, or, alternatively, (iii) to assume and assign the Master Agreement in the Exide Bankruptcy Case, notwithstanding any assumption of the Master Agreement by American in American's chapter 11 case.

WHEREFORE, Exide requests that the Court sustain the relief requested in the Limited Objection, condition American's assumption of the Master Agreement on the inclusion of the above language in any order authorizing the assumption of such Master Agreement, and grant such other relief as is just and proper.

Dated: August 13, 2013

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